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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

AGUILAR AUTO REPAIR, INC. and
CENTRAL COAST TOBACCO CO., LLC,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

WELLS FARGO BANK, N.A., PRIORITY
TECHNOLOGY HOLDINGS, INC.,
PRIORITY PAYMENT SYSTEMS, LLC and
THE CREDIT WHOLESALE COMPANY,
INC.,

Defendants.

Case No. 3:23-cv-06265-LJC

Honorable Magistrate Judge Lisa J. Cisneros

~~PROPOSED~~ **STIPULATED FINAL
JUDGMENT**

Plaintiffs Aguilar Auto Repair, LLC and Central Coast Tobacco Company, LLC (collectively, “Plaintiffs”) and Wells Fargo Bank, N.A. (“Wells Fargo”), Priority Technology Holdings, Inc. and Priority Payment Systems, LLC (together, “Priority”), and The Credit Wholesale Company, Inc. (“Wholesale”) (collectively, “Defendants”), by their respective counsel, stipulate, and the Court hereby orders, as follows:

1) The Court hereby dismisses all claims against the Defendants released in the Settlement Agreement with prejudice and without awarding costs to any of the Plaintiffs, Defendants, or the Settlement Class Members (each a “Settling Party,” and collectively, the “Settling Parties”) as against any other Settling Party, except as provided in the Settlement Agreement and the Court’s order approving the settlement and award of attorneys’ fees, costs and incentive awards (the “Final Approval Order”). *See* ECF No. 94.

2) Upon entry of this Final Judgment, all Plaintiffs and Settlement Class Members shall have released and discharged the Released Parties from the Released Claims, as provided in Paragraph 22 of the Settlement Agreement.

3) The class member who opted-out of this action identified in Exhibit F to the Declaration of Frank Cordova (ECF No. 92-3) is not included in or bound by this Final Judgment.

~~PROPOSED~~ **STIPULATED FINAL JUDGMENT**

CASE NO. 3:23-cv-06265-LJC

1 4) Without affecting the finality of this Final Judgment, the Court retains jurisdiction
2 as to all matters related to the administration, consummation, enforcement, and interpretation of
3 the Settlement Agreement and its Final Approval Order.

4 5) All Settlement Class Members are hereby permanently barred and enjoined from
5 filing, commencing, prosecuting, intervening in, or participating in any capacity (as class members
6 or otherwise) in any lawsuit or other action in any jurisdiction asserting claims based on the
7 Released Claims, or seeking an award of fees or costs of any kind or nature whatsoever and pursuant
8 to any authority or theory whatsoever, relating to or arising from the Lawsuit as it relates to the
9 Released Claims and/or as a result of or in addition to those provided by the Settlement Agreement
10 as it relates to the Released Claims.

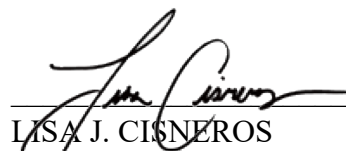
11 6) The terms of the Settlement Agreement and this Final Judgment shall have *res*
12 *judicata*, collateral estoppel, and all other preclusive effect in any and all claims for relief, causes
13 of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts,
14 contracts, agreements, obligations, promises, attorneys' fees, costs, interest or expenses that were
15 or could have been asserted in the Lawsuit as it relates to the Released Claims or that are covered
16 by the release contained in the Settlement Agreement.

17 7) This Final Judgment, the Settlement Agreement, the settlement that it reflects, and
18 all acts, statements, documents, or proceedings relating to the settlement are not, and shall not be
19 construed as or used as an admission by or against Defendants of any fault, wrongdoing, or liability
20 on the part of Defendants, or of the validity or certifiability for litigation of any claim or the
21 existence of any amount of damages.

22 8) The Clerk is directed to enter final judgment forthwith.

23 **IT IS SO ORDERED**

24 DATED: June 3, 2025

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27 LISA J. CISNEROS
28 United States Magistrate Judge